

## **EXHIBIT 4**

UNITED STATES DISTRICT COURT  
EASTERN SOUTHERN DISTRICT OF NEW YORK

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GOVERNMENT EMPLOYEES INSURANCE COMPANY,  
GEICO INDEMNITY COMPANY, GEICO GENERAL  
INSURANCE COMPANY, and GEICO CASUALTY  
COMPANY,

Plaintiffs,

Docket No.

17-cv-02802

-against-

IGOR MAYZENBERG, MINGMEN ACUPUNCTURE, P.C.,  
SANLI ACUPUNCTURE, P.C., and  
JOHN DOE DEFENDANTS "1"- "10"

Defendants.

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Reporter's Ink, Corp.

926 RXR Plaza

Uniondale, New York

March 9, 2018

10:50 a.m.

CONTINUED ON NEXT PAGE:



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2           Deposition of EGOR DOVMAN, the Non-Party  
3   Witness, taken by the Plaintiffs, in the  
4   above-entitled action, held at the above time  
5   and place, pursuant to Subpoena, taken before  
6   AMY BOGUSZEWSKI, a shorthand reporter and  
7   Notary Public within and for the State of New  
8   York.

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1 E. DOVMAN

2 to answer your question.

3 Q. How much has Sanli Acupuncture paid  
4 companies that you are associated with?

5 A. On the advice of counsel, I invoke  
6 my Fifth Amendment privilege against  
7 self-incrimination, and respectfully decline  
8 to answer your question.

9 Q. Why did Sanli Acupuncture pay AC  
10 Billing & Collections \$6,200 on October 7,  
11 2016?

12 A. On the advice of counsel, I invoke  
13 my Fifth Amendment privilege against  
14 self-incrimination, and respectfully decline  
15 to answer your question.

16 Q. Did AC Billing & Collections  
17 actually provide any billing or collection  
18 services to Sanli Acupuncture, P.C.?

19 A. On the advice of counsel, I invoke  
20 my Fifth Amendment privilege against  
21 self-incrimination, and respectfully decline  
22 to answer your question.

23 Q. Did Sanli Acupuncture, P.C. pay AC  
24 Billing & Collections in exchange for you  
25 causing a patient to be referred to Sanli



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Acupuncture?

A. On the advice of counsel, I invoke my Fifth Amendment privilege against self-incrimination, and respectfully decline to answer your question.

Q. Why did Sanli Acupuncture write six checks to Best AC Medical Supply, Inc.?

A. On the advice of counsel, I invoke my Fifth Amendment privilege against self-incrimination, and respectfully decline to answer your question.

Q. Did Best AC Medical Supply, Inc. ever provide any medical supplies to Sanli Acupuncture?

A. On the advice of counsel, I invoke my Fifth Amendment privilege against self-incrimination, and respectfully decline to answer your question.

Q. How about to Igor Mayzenberg?

A. On the advice of counsel, I invoke my Fifth Amendment privilege against self-incrimination, and respectfully decline to answer your question.

Q. Did Sanli Acupuncture pay Best AC



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1 E. DOVMAN

2 Medical Supply in exchange for you causing  
3 patients to be referred to Sanli Acupuncture?

4 A. On the advice of counsel, I invoke  
5 my Fifth Amendment privilege against  
6 self-incrimination, and respectfully decline  
7 to answer your question.

8 Q. Were these payments kickbacks?

9 A. On the advice of counsel, I invoke  
10 my Fifth Amendment privilege against  
11 self-incrimination, and respectfully decline  
12 to answer your question.

13 MR. HENESY: I want to rephrase  
14 that question and I will consent to  
15 strike because it was an improper  
16 question.

17 Q. Were the payments made by Sanli  
18 Acupuncture to Best AC Medical Supply made as  
19 kickbacks?

20 A. On the advice of counsel, I invoke  
21 my Fifth Amendment privilege against  
22 self-incrimination, and respectfully decline  
23 to answer your question.

24 Q. Why did Sanli Acupuncture write  
25 eleven checks to Del Business Supply?



1 **E. DOVMAN**

2 Q. Did Sanli Acupuncture pay DSJ  
3 Consulting in exchange for you causing  
4 patients to be referred to Sanli Acupuncture?

5 A. On the advice of counsel, I invoke  
6 my Fifth Amendment privilege against  
7 self-incrimination, and respectfully decline  
8 to answer your question.

9 Q. Were the payments from Sanli  
10 Acupuncture to DSJ Consulting kickbacks?

11 A. On the advice of counsel, I invoke  
12 my Fifth Amendment privilege against  
13 self-incrimination, and respectfully decline  
14 to answer your question.

15 Q. Why did Sanli Acupuncture write  
16 three checks to Geiovan Consulting?

17 A. On the advice of counsel, I invoke  
18 my Fifth Amendment privilege against  
19 self-incrimination, and respectfully decline  
20 to answer your question.

21 Q. Did Geiovan Consulting ever provide  
22 consulting services to Sanli Acupuncture?

23 A. On the advice of counsel, I invoke  
24 my Fifth Amendment privilege against  
25 self-incrimination, and respectfully decline



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1 **E. DOVMAN**

2 **to answer your question.**

3 Q. Did Sanli Acupuncture pay Geiovan  
4 Consulting in exchange for you causing  
5 patients to be referred to Sanli Acupuncture?

6 **A. On the advice of counsel, I invoke**  
7 **my Fifth Amendment privilege against**  
8 **self-incrimination, and respectfully decline**  
9 **to answer your question.**

10 Q. Did Sanli Acupuncture make payments  
11 to DSJ Consulting in exchange for you causing  
12 patients to be referred to any health care  
13 provider?

14 **A. On the advice of counsel, I invoke**  
15 **my Fifth Amendment privilege against**  
16 **self-incrimination, and respectfully decline**  
17 **to answer your question.**

18 Q. Did Sanli Acupuncture pay Geiovan  
19 Consulting in exchange for you causing  
20 patients to be referred to Mingmen  
21 Acupuncture Services?

22 **A. On the advice of counsel, I invoke**  
23 **my Fifth Amendment privilege against**  
24 **self-incrimination, and respectfully decline**  
25 **to answer your question.**





1 E. DOVMAN

2 Q. Were the payments from Sanli  
3 Acupuncture to Geiovan Consulting kickbacks?

4 A. On the advice of counsel, I invoke  
5 my Fifth Amendment privilege against  
6 self-incrimination, and respectfully decline  
7 to answer your question.

8 Q. Why did Sanli Acupuncture write  
9 checks to Green BH, Inc.?

10 A. On the advice of counsel, I invoke  
11 my Fifth Amendment privilege against  
12 self-incrimination, and respectfully decline  
13 to answer your question.

14 Q. Did Green BH, Inc. ever actually  
15 provide any services to Sanli Acupuncture?

16 A. On the advice of counsel, I invoke  
17 my Fifth Amendment privilege against  
18 self-incrimination, and respectfully decline  
19 to answer your question.

20 Q. Did Sanli Acupuncture make payments  
21 to Green BH, Inc. in exchange for you causing  
22 patients to be referred to Sanli Acupuncture?

23 A. On the advice of counsel, I invoke  
24 my Fifth Amendment privilege against  
25 self-incrimination, and respectfully decline



1 E. DOVMAN

2 to answer your question.

3 Q. Did Sanli Acupuncture make payments  
4 to Green BH, Inc. in exchange for you causing  
5 patients to be referred to Mingmen  
6 Acupuncture?

7 A. On the advice of counsel, I invoke  
8 my Fifth Amendment privilege against  
9 self-incrimination, and respectfully decline  
10 to answer your question.

11 Q. Were the payments from Sanli  
12 Acupuncture to Green BH kickbacks?

13 A. On the advice of counsel, I invoke  
14 my Fifth Amendment privilege against  
15 self-incrimination, and respectfully decline  
16 to answer your question.

17 Q. Why did Sanli Acupuncture make  
18 payments to JER Advertising & Consulting?

19 A. On the advice of counsel, I invoke  
20 my Fifth Amendment privilege against  
21 self-incrimination, and respectfully decline  
22 to answer your question.

23 Q. Did JER Advertising & Consulting  
24 ever actually provide advertising and/or  
25 consulting services to anyone?



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E. DOVMAN

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A. On the advice of counsel, I invoke  
my Fifth Amendment privilege against  
self-incrimination, and respectfully decline  
to answer your question.

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Q. Were the payments from Sanli  
Acupuncture to JER Advertising & Consulting  
in exchange for you causing patients to be  
referred to Mingmen Acupuncture?

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A. On the advice of counsel, I invoke  
my Fifth Amendment privilege against  
self-incrimination, and respectfully decline  
to answer your question.

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Q. Were the payments from Sanli  
Acupuncture to JER Advertising & Consulting  
kickbacks?

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A. On the advice of counsel, I invoke  
my Fifth Amendment privilege against  
self-incrimination, and respectfully decline  
to answer your question.

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Q. Why did Sanli Acupuncture make  
payments to Kornell Plus, Inc.?

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A. On the advice of counsel, I invoke  
my Fifth Amendment privilege against  
self-incrimination, and respectfully decline



1 E. DOVMAN

2 to answer your question.

3 Q. To Igor Mayzenberg?

4 A. On the advice of counsel, I invoke  
5 my Fifth Amendment privilege against  
6 self-incrimination, and respectfully decline  
7 to answer your question.

8 Q. To Sanli Acupuncture?

9 A. On the advice of counsel, I invoke  
10 my Fifth Amendment privilege against  
11 self-incrimination, and respectfully decline  
12 to answer your question.

13 Q. Were the payments from Sanli to  
14 Kornell Plus kickbacks?

15 A. On the advice of counsel, I invoke  
16 my Fifth Amendment privilege against  
17 self-incrimination, and respectfully decline  
18 to answer your question.

19 Q. Why did Sanli Acupuncture make  
20 payments to Krik Medical Testing?

21 A. On the advice of counsel, I invoke  
22 my Fifth Amendment privilege against  
23 self-incrimination, and respectfully decline  
24 to answer your question.

25 Q. Did Krik Medical Testing ever



1 E. DOVMAN

2 provide any medical testing services to  
3 anyone?

4 A. On the advice of counsel, I invoke  
5 my Fifth Amendment privilege against  
6 self-incrimination, and respectfully decline  
7 to answer your question.

8 Q. Were the payments from Sanli  
9 Acupuncture to Krik Medical Testing in  
10 exchange for you causing patients to be  
11 referred to Mingmen Acupuncture?

12 A. On the advice of counsel, I invoke  
13 my Fifth Amendment privilege against  
14 self-incrimination, and respectfully decline  
15 to answer your question.

16 Q. Were the payments from Sanli  
17 Acupuncture to Krik Medical Testing  
18 kickbacks?

19 A. On the advice of counsel, I invoke  
20 my Fifth Amendment privilege against  
21 self-incrimination, and respectfully decline  
22 to answer your question.

23 Q. Why did Sanli Acupuncture make  
24 payments to MN Surgical Supply?

25 A. On the advice of counsel, I invoke



1 E. DOVMAN

2 my Fifth Amendment privilege against  
3 self-incrimination, and respectfully decline  
4 to answer your question.

5 Q. Why did Sanli Acupuncture make  
6 payments to ML Garbage Removal?

7 A. On the advice of counsel, I invoke  
8 my Fifth Amendment privilege against  
9 self-incrimination, and respectfully decline  
10 to answer your question.

11 Q. Has ML Garbage Removal ever provided  
12 garbage removal services to anyone?

13 A. On the advice of counsel, I invoke  
14 my Fifth Amendment privilege against  
15 self-incrimination, and respectfully decline  
16 to answer your question.

17 Q. Were the payments from Sanli  
18 Acupuncture to ML Garbage Removal in exchange  
19 for you causing patients to be referred to  
20 Igor Mayzenberg?

21 A. On the advice of counsel, I invoke  
22 my Fifth Amendment privilege against  
23 self-incrimination, and respectfully decline  
24 to answer your question.

25 Q. Or to Mingmen Acupuncture?



1 **E. DOVMAN**

2 MR. HENESY: Off the record.

3 (Whereupon, a discussion was held  
4 off the record.)

5 MR. HENESY: We had a  
6 discussion off the record and counsel  
7 and I have agreed that I have a  
8 number of questions regarding  
9 additional entities and potential  
10 financial transactions between  
11 certain companies. And it's the same  
12 series of questions that I have been  
13 asking with regard to payments made  
14 from Sanli Acupuncture to various  
15 companies. What I would like to do  
16 is read this into the record, this  
17 list of companies and at the end of  
18 it, ask questions about the list in  
19 bulk as opposed to asking them  
20 individually; this list over 50  
21 companies long. So Counsel, with  
22 your consent, I am going to  
23 essentially compound questions into  
24 maybe three or four questions about  
25 an entire list.



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1 E. DOVMAN

2 MR. SASSON: That's okay.

3 MR. HENESY: Certainly, based  
4 upon hearing this list, if you or  
5 your client have any issue with  
6 structuring it this way, please let  
7 me know and we can try to go about  
8 this another way. Fair enough?

9 MR. SASSON: Fair.

10 MR. HENESY: Here's the list:

11 A. Baldonado Medical, PC

12 AC Medical, PC

13 Advance Rehab Care PT, PC

14 Ahava, A-H-A-V-A, Medical Diagnostic, PC

15 All About Physical Therapy, PC

16 Ambel, A-M-B-E-L, Acupuncture, PC

17 Anni, A-N-N-I, Chiropractic, PC

18 Arwa, A-R-W-A, Physical Therapy, PC

19 ATV Rehab, PT, PC

20 Avenue I Medical, PC

21 Belam, B-E-L-A-M, Acupuncture, PC

22 Bella, B-E-L-L-A, Pharmacy

23 Best Care Rehab PT, PC

24 BSS Medical, PC

25 Chiropractic Diagnostic, PC





E. DOVMAN

- 1
- 2 Dignity PT, PC
- 3 Ditmas, D-I-T-M-A-S, Primary Medical Care, PC
- 4 Dot, D-O-T, Med Equipment
- 5 East Flatbush Medical, PC
- 6 Easy Living Occupational Therapy, PC
- 7 El, E-L, Sanaa, S-A-N-A-A, PT, PC
- 8 Enterprise Health Products, Incorporated
- 9 Hand By Hand PT, PC
- 10 Hands Of Hope PT, PC
- 11 Healthcraft PT, PC
- 12 Health Way Rehabilitation PT, PC
- 13 Healthy Living Medical & Surgical Products,
- 14 Incorporated
- 15 JB Chiropractic Services, PC
- 16 Lana, L-A-N-A, Massage Therapy, PC
- 17 Lexington Medical Diagnostic Services, PC
- 18 LN Medical Diagnostic, PC
- 19 Lomis, L-O-M-I-S, Acupuncture, PC
- 20 Manhattan's Hands of Hope, PC
- 21 PT Access, PC
- 22 Palo, P-A-L-O, Physical Therapy &
- 23 Rehabilitation, PC
- 24 QB Acupuncture, PC
- 25 Quantum Rehab Physical Therapy, PC



1 E. DOVMAN

2 Right Choice Physical Therapy, PC

3 SPE Chiropractic, PLLC

4 Sheepshead Bay Medical Supply, Inc.

5 Stark Medical Supply, Inc.

6 Sung Chiropractic, PC

7 SY Wellness Massage Therapy, PC

8 Tender Touch Rehab OT, PC

9 Trim Medical Services, PC

10 Ultimate Care Physical Therapy, PC

11 Voorhies, V-O-O-R-H-I-E-S, Health Products,  
12 Inc.

13 VP Chiropractic Adjustment, PC

14 Who, W-H-O, Acupuncture, PC

15 Wisdom Physical Therapy, PC

16 Zarkad, Z-A-R-K-A-D, Medical, PC

17 MR. HENESY: After hearing that  
18 list, any issues with our agreement?

19 MR. SASSON: No.

20 Q. Mr. Dovman, my question is, any of  
21 the companies I just mentioned, why did those  
22 companies pay companies that you're  
23 associated with money?

24 A. On the advice of counsel, I invoke  
25 my Fifth Amendment privilege against



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1 E. DOVMAN

2 self-incrimination, and respectfully decline  
3 to answer your question.

4 Q. Did you or any company you're  
5 associated with ever provide any actual  
6 services to any of those companies?

7 A. On the advice of counsel, I invoke  
8 my Fifth Amendment privilege against  
9 self-incrimination, and respectfully decline  
10 to answer your question.

11 Q. Did those companies I just mentioned  
12 pay you or companies you're associated with  
13 money in exchange for you causing patients to  
14 be referred to those companies I mentioned?

15 A. On the advice of counsel, I invoke  
16 my Fifth Amendment privilege against  
17 self-incrimination, and respectfully decline  
18 to answer your question.

19 Q. Were the payments you received from  
20 the companies I just mentioned kickbacks?

21 A. On the advice of counsel, I invoke  
22 my Fifth Amendment privilege against  
23 self-incrimination, and respectfully decline  
24 to answer your question.

25 Q. Have you in the last seven years



1 E. DOVMAN

2 ever paid money to anyone in exchange for  
3 access to a motor vehicle accident victim?

4 A. On the advice of counsel, I invoke  
5 my Fifth Amendment privilege against  
6 self-incrimination, and respectfully decline  
7 to answer your question.

8 Q. Do you broker patients between  
9 personal injury lawyers and health care  
10 providers?

11 A. On the advice of counsel, I invoke  
12 my Fifth Amendment privilege against  
13 self-incrimination, and respectfully decline  
14 to answer your question.

15 Q. Did you work with Alexander Almonte  
16 to incorporate companies using false names on  
17 the Certificate of Incorporation?

18 A. On the advice of counsel, I invoke  
19 my Fifth Amendment privilege against  
20 self-incrimination, and respectfully decline  
21 to answer your question.

22 Q. Have you in the last seven years  
23 ever entered into an agreement with a body  
24 shop whereby they referred you patients?

25 A. On the advice of counsel, I invoke



1 E. DOVMAN

2 my Fifth Amendment privilege against  
3 self-incrimination, and respectfully decline  
4 to answer your question.

5 Q. Have you ever paid money to a body  
6 shop or any individual associated with a body  
7 shop in exchange for access to patients?

8 A. On the advice of counsel, I invoke  
9 my Fifth Amendment privilege against  
10 self-incrimination, and respectfully decline  
11 to answer your question.

12 Q. Did you incorporate a series of  
13 companies in order to conceal a kickback  
14 and/or a patient-brokering scheme?

15 A. On the advice of counsel, I invoke  
16 my Fifth Amendment privilege against  
17 self-incrimination, and respectfully decline  
18 to answer your question.

19 Q. Do you have access to any account  
20 held in the name of Daniel Corley?

21 A. On the advice of counsel, I invoke  
22 my Fifth Amendment privilege against  
23 self-incrimination, and respectfully decline  
24 to answer your question.

25 Q. When I say account, I mean bank



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1 E. DOVMAN

2 account?

3 A. On the advice of counsel, I invoke  
4 my Fifth Amendment privilege against  
5 self-incrimination, and respectfully decline  
6 to answer your question.

7 Q. Does your wife have access to any  
8 bank account in the name of Daniel Corley?

9 A. On the advice of counsel, I invoke  
10 my Fifth Amendment privilege against  
11 self-incrimination, and respectfully decline  
12 to answer your question.

13 Q. Do you notify Daniel Corley about  
14 the payments you make out of his bank  
15 account?

16 A. On the advice of counsel, I invoke  
17 my Fifth Amendment privilege against  
18 self-incrimination, and respectfully decline  
19 to answer your question.

20 Q. Does your wife notify Daniel Corley  
21 about the payments you make out of his bank  
22 account?

23 A. On the advice of counsel, I invoke  
24 my Fifth Amendment privilege against  
25 self-incrimination, and respectfully decline

